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Agreement

Between the

SUPERINTENDENT

Of the

UNION SPRINGS CENTRAL SCHOOL DISTRICT

And the

UNION SPRINGS CENTRAL SCHOOL DISTRICT UNIT

Of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC
LOCAL 1000 AFSCME/AFL-CIO



July 1, 2003 through June 30, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

1/23/04

50 m unit

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ARTICLE I

Parties Rights

Section 1

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control it's operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational services it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to have the sole right to discipline, suspend with or without pay, and to discharge employees; to hire, layoff, assign, transfer and promote employees; to select and hire, to promote to better position, to maintain efficiency of employees; to determine the number of teaching and non-teaching staff; to make assignments, to introduce new and/or improved methods, techniques, and programs; to evaluate employees and to determine the method of evaluation; to establish busing procedures and requirements; to determine whether or not to subcontract; to determine the numbers and duties of employees; to consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this AGREEMENT.

Section 2

It is the intention of the parties to this AGREEMENT that all of the rights, powers, prerogatives and authority that the District had prior to the signing of this AGREEMENT are retained by the District and that with the exception of the provisions of this AGREEMENT, the District shall have unrestricted right to manage its affairs. This AGREEMENT constitutes the full and complete commitments of both parties to this AGREEMENT to each other.

ARTICLE II

Declarations

Section 1

The Association affirms that it does not assert the right to strike against the District. Further, the Association will not participate in any such strike by anyone, against the District. The Association will not impose any obligation on any employee to assist, participate, conduct or, be a party to a strike or strike-like action against the District.

Section 2

The Board of Education of the Union Springs Central School District recognizes the order of the Public Employment Relations Board (case number C-1435), which certified the Union Springs Central School District Unit of Cayuga County Local # 806 of the Civil Service Employees Association, Inc. - Local 1000 AFSCME/AFL-CIO, as the exclusive representative of all members of the identified negotiating unit. A copy of the certification order in PERB Case No. C-1435, while not a part of the Agreement is attached as an appendix for the information of both parties.

ARTICLE - III

Association Security

Section 1

The District hereby agrees to deduct on a uniform basis, from the pay of each employee covered by this AGREEMENT, the amount of money in payment of dues in the Association for those who have authorized such deductions. The District further agrees that the Civil Service

Employees Association, Inc., shall have exclusive rights to the above mentioned payroll deduction of dues and/or any other Association sponsored benefit program premiums authorized by any Association member. Any and all such dues and premiums shall be remitted by the District, on a payroll period basis, to the Civil Service Employees Association, Inc., Capitol Station, P O Box 7125, Albany, New York, 12224.

Section 2

On the effective date of this AGREEMENT, and during the months of September and January thereafter, the District agrees to supply to the Association President, a list containing the full names, job titles, work locations, and first date of employment of all employees in the bargaining unit.

Section 3

The Association President, other Officers of the Association, and the Association Labor Relations Specialist shall normally have the right to meet with individual members of the Association on District properties prior to, during, or after the workday. Members of the Association participating in such a meeting agree that said meeting shall not release their responsibility to complete their assigned tasks for that day. (The Association Labor Relations Specialist must secure approval from the building principal and/or supervisor, as any other visitor must. Further, if the Association Labor Relation Specialist abuses his/her right to visit, this right may be withdrawn).

Section 4

The Association shall be allowed the use of District facilities for the purpose of Association meetings in the same manner, subject to the same rules and regulations, as any other organization wishing to use District facilities. The District further agrees to allow the Association to use the bulletin boards in each building for the posting of Association information. Further, it is expressly understood that the District and its representatives will assume no responsibility for the dissemination of Association information or any expense incurred by the Association as a result of utilization of District properties for Association meetings.

ARTICLE IV

Grievance Procedure

Section 1

A grievance is any alleged violation of this AGREEMENT or any dispute as to the meaning or application of this AGREEMENT.

Section 2

All grievances shall be presented in accordance with the following procedure:

Step 1

The grievance shall be presented orally stating that it is a grievance (or in written form) to the immediate supervisor within five (5) school days of the event upon which the grievance is based. The aggrieved party must attempt to resolve the grievance informally (at this step) with his/her immediate supervisor. An Association Representative may be present if requested by the aggrieved party.

Step 2

If the grievance is not adjusted satisfactorily at Step 1 within ten (10) school days, the grievance shall be submitted to the Business Administrator, in writing, on the form provided by the Association. Such submission must take place within five (5) school days after the immediate supervisor's decision is received by the aggrieved or, ten (10) school days from the date the grievance was presented to the supervisor, whichever is earlier.

Step 3

If the grievance is not adjusted satisfactorily at Step 2 within ten (10) school days the grievance shall be submitted, in writing, to the Chief School Administrator (CSA). Such submission must take place within five (5) school days after the Business Administrator's decision is received by the aggrieved or, ten (10) school days from the date the grievance was submitted to the Business Administrator, whichever is earlier.

The CSA will meet with the aggrieved employee and/or the Association President (or his/her representative) within five (5) school days after the submission of the grievance, in an effort to resolve the grievance. If, after said meeting, the grievance remains unresolved, the CSA shall, within fifteen (15) days of the submission of the grievance to the CSA, render a written decision to the grievant and the President of the Association.

Step 4

If within fifteen (15) days after the receipt of the Step 3 decision the grievance remains unresolved, the CSEA may file a demand for advisory arbitration with a copy to the American Arbitration Association ("AAA"). The parties agree to use the AAA's rules for voluntary arbitration in the selection of a single advisory arbitrator to hear the matter.

The advisory award shall set forth the arbitrator's findings of fact, reasons and conclusions on only that issue submitted. The arbitrator shall have no power to recommend alternations, or other changes to the provisions of this agreement.

The fees and expenses of the arbitrator, and the cost of the hearing room, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's costs nor for the expenses of witnesses or participants called by the other.

Step 5

If the grievance is not adjusted satisfactorily at Step 4, the grievance may be appealed to the Board of Education within ten (10) school days of the receipt of the Advisory Arbitrator's report.

Section 3

The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the Board of Education or its representatives, and the aggrieved employee and/or the President of the Association or his/her representative.

Section 4

Employees shall not leave their duties to discuss or process grievances unless they have requested and received permission to do so from their immediate supervisor. Said permission shall not be unduly denied. Grievances shall be processed and discussed outside duty hours to the extent possible.

Section 5

The Rule of the Shop is to perform the duties required and then to grieve. To refuse to perform any duties required will be considered insubordinate conduct.

ARTICLE V
Probationary Period

Section 1

All new employees shall serve a probationary period of fifty-two (52) weeks.

Section 2

At any time during a new employees probationary period, the District may at it's discretion, appoint or terminate said employee.

Section 3

It is agreed upon by both parties to this AGREEMENT that SECTION 2 above is not subject to the Grievance Procedure as set forth elsewhere in this AGREEMENT.

ARTICLE VI
Separation From Employment

Section 1

Upon the resignation or discharge of an employee, the District shall pay all money due to the employee on the pay date in the week following such resignation or discharge. Accrued benefits which are legally forthcoming shall be included in such payment.

Section 2

Upon separation from employment with the District, all employees will return any and all school properties in their possession or assigned to them to their immediate supervisor in substantially the same condition as when received, reasonable wear and tear excepted.

ARTICLE VII
Job Duties/Classifications

Section 1

Any District employee covered by this AGREEMENT may be requested by his/her immediate supervisor, the Business Administrator or, the Superintendent of Schools to work in other than his/her own job classification, title or, division provided that in the event that the requested move involves a higher job title, classification or, division; the affected employee shall be paid an additional fifty cents (\$.50) per hour or the starting rates for the new position (promotion), whichever is more for so doing. Further, the additional fifty cents (\$.50) per hour shall be paid after the fourth (4th) day that the affected employee is working in the requested position.

Section 2

District bus drivers covered by this AGREEMENT agree to wash their respective buses when requested to do so by the Transportation Supervisor, or in the event of the Transportation Supervisor's absence, the designee whenever conditions warrant. In no event will the requested washing of a bus be allowed to interfere with a scheduled bus run. Furthermore, each driver agrees that as a condition of employment, the respective buses they drive will be swept out daily and washed a minimum of once a week during the school year. The bus driver shall ascertain that such washing is attested to (on the time card) by either the Transportation Supervisor or designee.

ARTICLE VIII

Personnel File Review

Section 1

Any employee covered by this AGREEMENT shall have the right to review his/her personnel file in the presence of a designated representative of the Superintendent of Schools providing that the requesting employee has presented the Superintendent of Schools with a written request stating his/her desire to review his/her personnel file. Said written request shall be furnished to the Superintendent of Schools five (5) school days prior to the date when the employee wishes to review the personnel file.

Section 2

Any employee engaged in reviewing his/her personnel file as described in Section 1. above, shall have the right if he/she so desires, to be accompanied by a representative of the Association.

Section 3

Any employee engaged in reviewing his/her personnel file as described in Section 1. above, shall have the right if he/she so desires, to have placed in their personnel file, a response of reasonable length, to anything contained in said file which the employee deems to be adverse.

Section 4

No employee engaged in reviewing his/her personnel file as described in Section 1. above, shall be allowed to review any letters of recommendation obtained in his/her initial and/or subsequent employment.

Section 5

During the review, as described above, the employee will initial each page of the file to signify that the review was done.

ARTICLE IX

Paid Holidays

Section 1

All employees covered by this AGREEMENT shall be entitled to the following paid holidays:

July 4th	Christmas - 2 days
Labor Day	New Year's Day - 2 days
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving - 2 days	Good Friday
<i>(Plus one day before Thanksgiving if school is not in session)</i>	Memorial Day

Section 2

Employees shall receive holiday pay for those holidays, which fall during their employment year only.

Section 3

In order to be paid for a holiday, the unit member must work the last workday prior to the holiday and the next workday after the holiday except when vacation or personal leave has been granted for the day or the unit member provides a medical certification in accordance with Article X, section 1 (e).

Section 4

A unit member in an unpaid status will not be paid for holidays.

ARTICLE X

Sick Leave

Section 1

- a. All 12-month employees are eligible for 13.5 sick leave days per year with pay for personal illness or injury. A 12-month employee earns 1.125 sick leave days per each month worked.
- b. All 10-month employees are eligible for 11.5 sick days per year with pay for personal illness or injury. A 10-month employee earns 1.15 sick days per each month worked.
- c. Up to seven (7) sick leave days in any school year may be used from the allotment in a. or b. above (whichever applies) for family sickness days for a member of the unit member's immediate family (Children, spouse, or any other dependents who reside in the employee's immediate household).
- d. After four (4) consecutive days of sick leave and in cases where there is a history of repeated absence before or after a holiday, weekend or a vacation, the District may require proof of illness in the form of medical certificate.
- e. Medical certification is to be from a medical doctor, a dentist or physician's assistant.

Section 2

All employees covered by this AGREEMENT shall accumulate sick leave as follows:

- All full time employees, one hundred eighty (180) days.
- Four (4) hour employees, one hundred eighty (180) four (4) hour days.
- Six (6) hour employees, one hundred eighty (180) six (6) hour days.

Section 3 - Sick Leave Bank

The District agrees to the following:

1. The bank can be accessed only when there is a catastrophic illness/injury to a unit member. The bank cannot be used for an illness/injury for a member of the unit member's immediate family (spouse, children, or any other dependents who reside in the employee's immediate household).
2. A unit employee must be employed by the District for more than one (1) year in order to attempt to use the bank.
3. A unit member must exhaust all sick leave and accumulated sick leave prior to making use of the bank.
4. A bank of sick leave days may be taken up by Officers of the Association from unit members who choose to donate sick leave time to the injured/ill unit member.
5. A unit member can donate up to no more than 16 hours to the bank. Each bank can have no more than 288 hours donated (this translates to 36, eight hour days).
6. A committee is to be established of one (1) member appointed by the Union President and one (1) member appointed by the Superintendent to administer the bank.

Section 4

Any employee covered by this Agreement who retires after a minimum of fifteen (15) years of service with the District shall be reimbursed, by the District, for accumulated sick leave at the rate of Twenty-Five Percent (25%) of their daily pay rate times Fifty Percent (50%) of their accumulated sick days. An employee who resigns or is terminated shall not be eligible under this section.

ARTICLE XI

Personal Business Days

Section 1

All employee's covered by this AGREEMENT shall be entitled to two (2) paid personal business days per year, non-cumulative, for the following reasons:

1. Emergency
2. Confidential Personal Day

Section 2

All employees covered by this Agreement shall be entitled to one (1) additional day, non-cumulative, for the following reasons:

Legal transactions, as approved by the Superintendent or designee. Funeral of a very close friend when approved by the Superintendent or designee.

Section 3

Requests for personal business leave will be made at least two (2) school days in advance of date(s) the employee is requesting off except in emergency situations.

Section 4

Personal business leave shall not be deducted from sick leave.

Section 5

Unused leave for emergency or confidential purposes will be added to accumulated sick leave. It will not accumulate as personal leave days.

ARTICLE XII **Bereavement Leave**

Section 1

All employee's covered by this AGREEMENT shall be allowed three (3) days, with pay, for death in the employee's or spouse's immediate family. Immediate family shall be defined as: spouse, father, mother, brother, sister, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law.

ARTICLE XIII **Jury Duty**

Section 1

All employees covered by this AGREEMENT who are summoned for jury duty shall receive the difference between the jury duty stipend, minus travel pay, and their regular pay.

ARTICLE XIV **Group Insurance Plan**

Section 1

All unit employees who work 20 hours per week or more on a regular basis will be provided with the opportunity to join the District's group health care plan.

Section 2

The benefits of the above insurance shall be equal to, or better than, the Blue Cross Select Blue program in effect on July 1, 1981.

Section 3

- A. For those unit employees hired on and after July 1, 1996, the District will pay the following portion of the cost of the group health care plan:
- a. For those unit employees who work in excess of 25 hours per week on a regular basis, the District will pay 80% of the cost for the cost of the plan, be it an individual or family plan.
 - b. For those unit employees who work 20 hours per week to 25 hours per week on a regular basis, the District will pay 50% of the cost of the plan, be it an individual or family plan.
- B. For those unit members hired before July 1, 1996, the District will pay in full, less one dollar, the annual premium for each employee who enrolls in the individual plan and ninety percent (90%) of the annual premium for dependent coverage for enrolled employees.
- C. In a situation where two (2) unit members (or two (2) District employees) are married, then, if eligible, each may choose to enroll in the District's health care plan and to take an individual policy; or one (1) of them may enroll in the District's health care plan and take a family policy covering both; but in no case can one (1) employee enroll in a family policy and the other employee enroll in an individual policy.

Section 4

The District shall retain the right to select the insurance carrier or to choose to self-insure the schedule of benefits.

Section 5

It is agreed to by both parties to this AGREEMENT that the administration of claims under any self-funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

Section 6

The District shall provide a right of conversion to an equivalent insurance plan for employees who cease employment with the District for reasons other than retirement or discharge prior to the age of sixty-five (65). Such rights of conversion shall not be applicable if the employee is eligible for group health insurance benefits provided by another employer.

Section 7

If an individual is unable to convert, then the individual shall, at his/her written request, be continued under the District program for a period not to exceed one (1) year from that date on which his/her employment with the District was ended.

Section 8

The employee shall bear the full cost under Sections 6 and 7.

Section 9

- a. Unit members are required to pre-notify the health insurance carrier or the health insurance administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Failure to pre-notify the appropriate administrator or carrier of pending non-emergency hospital treatment or admission will result penalty of \$200.00 per occurrence.
- b. In any case where a unit member seeks emergency treatment, the unit member is required to notify (by telephone, by phone gram, by telegram, or by any other reasonable means) the health care administrator or health care program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (Unless the unit member is incapacitated to the extent that neither the unit member nor his/her immediate family can notify the health care administrator or health care program carrier.). The forty-eight (48) hour notification requirement in this section does not include holiday and weekend periods when the health care administrator is not open to take such notification. Failure to provide the necessary notification will result in a penalty of \$75.00 per occurrence.
- c. To the extent practicable, the pre-notification requirement and the 48-hour emergency notification will be printed on the unit member's health insurance program card and distributed to unit members. The agency to be called and a telephone number will also be provided on the card to the extent practicable. Unit members will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the 48-hour emergency notification will be effective on or about April 1, 1992 or as otherwise mutually agreed upon by the parties to this AGREEMENT.

Section 10

Flexible Spending Accounts. The District agrees to set up flexible spending accounts for those unit members who elect to set up such an account. The permissible uses for such flexible spending accounts will be as follows:

1. Health insurance premium costs;
2. For medical expenses which are allowable and which are not reimbursed under the existing District health care plan up to an annual maximum amount of \$1,500 per unit member; and
3. For dependent childcare expenses, which are allowable and payable only to the extent that the unit member has the funds to his or her credit in the flexible spending account.

Section 11

Unit members who retire from service after the date of approval of this Agreement by the Board of education and who have more than seven (7) years of service to the District may remain in the District's health insurance program, provided that the employee pays the full premium.

Section 12

The District will contribute 50% of the health insurance premium for the health insurance plan for individual coverage or 50% of the premium for individual and dependent coverage for eligible unit employees of the Association who retire after January 1, 2004.

In order to be eligible for the health insurance benefit as set forth in the above paragraph, a unit member must have completed fifteen (15) years of service in the Union Springs Central School District by the effective date of the eligible unit member's retirement date, must have been enrolled in the District's group insurance plan at the time just before retirement and must be eligible to retire under NYS Employees' Retirement System.

ARTICLE XV

Dental Plan

Section 1

All employees covered by this AGREEMENT who enroll in the District dental plan shall have Two Hundred Forty Dollars (\$240) applied toward the annual premium for said plan paid by the District.

Section 2

The above-mentioned District premium payment may, at the employee's discretion, be used toward payment of the dependent premium.

Section 3

All premium charges that exceed the maximum amounts to be paid by the District, as shown in Section 1 of Article XV above, shall be paid by the employee.

ARTICLE XVI

Work Day/Work Week

Section 1

Both parties to this AGREEMENT agree that the workweek shall be Monday through Friday except where District requirements shall dictate otherwise (as in the case of the use of night/ day custodians and cleaners to insure proper coverage of each building). Further, it shall be the responsibility of the immediate supervisor, on a daily basis, to assign each employee his/her work hours for that day.

Section 2

Both parties to this AGREEMENT agree that to the extent possible, and where authorized by the Business Administrator, school facilities shall be cleaned after all school activities that so require.

Section 3

No employee covered by this AGREEMENT shall work, or be paid, for more than forty (40) hours per week unless authorized by his/her immediate supervisor.

Section 4

Rotation of all lunch breaks will take place so that at least one employee is on duty at all times during the school day in each school building. The immediate supervisor will be responsible for determining a schedule of rotation.

Section 5

All bus drivers covered by this AGREEMENT shall sweep their assigned buses, check the visibility of windshields, rear windows, all stop and turn lights, amber lights and, all school bus signs, on a daily basis. All the above-mentioned items shall be kept free of snow, mud, road dirt,

etc. The aforementioned check and cleaning shall be accomplished prior to each run.

Section 6

All bus drivers covered by this AGREEMENT shall perform, prior to their first run of each day, a pre-inspection of their bus. Said inspection to be in accordance with regulations as cited in the Chauffeur's Manual. A record of this inspection shall be submitted daily (on checklist provided) to the Transportation Supervisor along with the tachograph record.

Section 7

All bus drivers covered by this AGREEMENT agree to thoroughly clean his/her bus at the end of the school year.

Section 8

All bus drivers covered by this AGREEMENT shall be paid twenty (20) minutes per day (ten (10) minutes in the morning and ten (10) minutes in the afternoon) for cleanup work which cannot be accomplished during the regular work week.

Section 9

During the winter, all bus drivers covered by this AGREEMENT may be authorized an extra ten (10) minutes (in addition to Section 8 above) for morning warm-up work when deemed necessary by the Transportation Supervisor.

Section 10

All bus drivers covered by this AGREEMENT while on an extra trip during mealtime, for which a meal is permitted, shall be reimbursed as follows:

Drivers on extra bus trips shall be entitled to one (1) meal per four (4) hours of driving time, which crosses a mealtime at least two (2) hours.

10A. Meal Hours: 6:30 a.m. - 7:30 a.m. - earliest return 8:30 a.m.
 11:30 a.m. - 12:30 p.m. - earliest return 1:30 p.m.
 5:30 p.m. - 6:30 p.m. - earliest return 7:30 p.m.

1 meal - leave before 7:00 a.m. - earliest return 2:00 p.m.
2 meals - leave before 11:00 a.m. - earliest return 8:00 p.m.
3 meals - leave before 11:00 a.m. - earliest return midnight

10b. For the duration of this Agreement, the District will pay a maximum of six dollars (\$6) per meal to a maximum total of eighteen dollars (\$18) per day.

For Example: receipts for \$6, \$6, \$6 = \$18
 receipts for \$2, \$6, \$2 = \$10
 receipts for \$4, \$4, = \$8

Section 11

All bus drivers covered by this AGREEMENT shall be paid for all required safety and/or training meetings attended during non- school times at their regular, hourly rate.

Section 12

Each newly hired bus driver who is covered by this AGREEMENT is required to complete the initial thirty (30) hour training course.

Section 13

Athletic runs shall be considered part of a bus driver's regular daily schedule for the entire school year. Further, bus drivers shall be paid their full, regular pay including their athletic run pay, for all Conference and/or Superintendent Conference Days that they attend.

Section 14

Any bus driver covered by this AGREEMENT may bid for another regular run without losing their athletic run.

ARTICLE XVII
Retirement Plan 75i

Section 1

The District agrees to adopt the New York State Retirement Plan 75i.

Section 2

All members in Tier 1 and Tier 2 who are eligible and who are covered by this AGREEMENT shall be included.

Section 3

The District agrees to bear the full cost of adopting and implementing the New York State Retirement Plan 75i.

Section 4

If the District remains eligible to adopt Retirement & Social Security Law, Section 41(j) allowance for unused sick leave, the District agrees, within a reasonable time after this agreement is approved by both parties, to provide this supplemental service credit option to unit members

ARTICLE XVIII
Time Records

Section 1

All employees covered by this AGREEMENT agree to maintain a "time card", at their respective buildings, for accounting purposes.

Section 2

Employee time cards will be signed by each employee's immediate supervisor.

ARTICLE XIX

Physical Examinations

Section 1

All employees covered by this AGREEMENT shall submit to a physical examination once each school year.

Section 2

The physical examination may be performed by the District physician at no charge to the employee or the employee may elect to have his/her own physician perform the examination. Employees electing to utilize their own physician shall be solely responsible for any and all expense incurred.

Section 3

Physical examinations shall be subject to the following deadlines:

- 3a. Bus drivers, bus mechanics, and cafeteria staff - August 31.
- 3b. Maintenance and custodial staff - September 30.
- 3c. Combination employees - August 31.

ARTICLE XX

Coffee Breaks

Section 1

All employees covered by this AGREEMENT agree that all coffee breaks shall be limited to 10 (ten) minutes in the morning and 10 (ten) minutes in the afternoon.

ARTICLE XXI

Promotional Examinations

Section 1

All employees covered by this AGREEMENT are encouraged to take any and all examinations that may result in an employee being promoted.

Section 2

Nothing in this ARTICLE shall be construed as meaning that the successful completion of a promotional examination will result in an employee being promoted by the District.

ARTICLE XXII

Job Safety And Training

Section 1

Where required by law, the District agrees to provide all needed training to insure employee safety. This training could include but not be limited to, Pesticides, Herbicides, any and all dangerous chemicals used in cleaning and maintenance, asbestos, spray painting, welding, burning, dust, etc.

Section 2

Where required, by law, the District agrees to furnish all needed safety equipment.

Section 3

Where the District provides required safety training and/or safety equipment it shall be required of the employee(s) to utilize said training and equipment.

Section 4

Any employee covered by this AGREEMENT who knowingly fails to use any safety device or, who knowingly places him/her self or others in danger to life, limb, or health shall be subject to disciplinary action.

ARTICLE XXIII

Chain of Command

Section 1

All personnel covered by this AGREEMENT are ultimately responsible to the Superintendent of Schools and through him/her to the Board of Education. Each school principal also has direct line authority over cafeteria, transportation, office, maintenance, and custodial functions that relate to or influence the instructional program. In matters that do not influence the instructional program and involve non-teaching personnel administration, the school principal shall cooperate with the Business Administrator who has direct line authority over all non-instructional personnel. Each employee covered by this AGREEMENT shall be responsible to his/her immediate supervisor as follows:

Custodial Personnel	Head Building Maintenance Person
Maintenance Personnel	Head Building Maintenance Person
Bus Drivers	Transportation Supervisor
Bus Mechanic	Transportation Supervisor
Cafeteria Personnel	Cafeteria Manager

Section 2

The title 'Mechanic', as applied to employees of the Transportation Department, is within this Unit.

ARTICLE XXIV

Vacation

Section 1

All twelve (12) month employees covered by this AGREEMENT shall be eligible for two (2) weeks vacation after the completion of one (1) years service to the District, pro-rated for less than one (1) year of service. All vacation will be based upon length of service as of July 1.

Section 2

After one (1) years service to the District, all twelve (12) month employees covered by this AGREEMENT shall be entitled to two (2) weeks vacation plus one (1) additional day for each year of service to the District. Up to a maximum of four (4) weeks paid vacation per year.

2a.

A maximum of five (5) days of vacation may be carried over from one year to the next. Up to a maximum of five (5) weeks total paid vacation per year.

Section 3

All employees covered by this AGREEMENT shall take their vacation time subject to the agreement of their immediate supervisor and the approval of the Business Administrator.

Section 4

All employees covered by this AGREEMENT shall take their vacation, a week at a time, during the summer, or when school is not in session, subject to the agreement of their immediate supervisor and the approval of the Business Administrator. When school is in session, however, up to three (3) vacation days per year may be granted with the approval of the immediate supervisor.

ARTICLE XXV

Wage/Salary Schedule

Section 1: Wage Increases

A. 2003-04 School Year. Each returning unit employee is to receive an increase in his/her 2002-03 regular hourly rate of pay for the 2003-04 school year of \$0.50 per hour.

B. 2004-05 School Year. Each returning unit employee is to receive a 3.75% increase in his/her 2003-04 regular hourly rate of pay for the 2004-05 school year.

C. 2005-06 School Year. Each returning unit employee is to receive a 3.75% increase in his/her 2004-05 regular hourly rate of pay for the 2005-06 school year.

D. Auto Mechanic tool Stipend. Each full time mechanic will receive a stipend of \$120 per school year, payable in the first payroll following July 1st, to offset the cost of the tools.

Section 2 Starting rates:

	2003-04	2004-05	2005-06
Bus Driver	\$10.82	\$11.19	\$11.59
Custodian	\$9.15	\$9.47	\$9.80
Cleaner	\$7.45	\$7.71	\$7.98
Maintenance Person	\$9.32	\$9.64	\$9.98
Bus Mechanic	\$11.39	\$11.78	\$12.20
Motor Vehicle Operator (driver)	\$6.47	\$6.70	\$6.93
Food Service Worker	\$6.21	\$6.43	\$6.65
Deli Prep/Cashier/Bookkeeper	\$6.47	\$6.70	\$6.93
Cook/Server	\$7.71	\$7.98	\$8.26
Groundskeeper	\$8.28	\$8.57	\$8.87

Section 3 All employees who are covered by this AGREEMENT, who are promoted by the District, shall be placed at the starting rate for the new position (promotion) or shall receive a fifty cents (\$.50) per hour increase in pay, whichever is more.

Section 4 Uniform/Clothing Allowance:

For purposes of improving security at its buildings, the District will provide custodians, cleaners, maintenance persons and bus mechanics with uniforms.

A. Food Service

Each food service worker will be provided with two (2) tops and replaced as needed up to two (2) tops per school year plus \$30 per year to purchase uniforms.

B. Payment of the allowance will be made upon receipts being given to the School Business Official.

Section 5

All parties to this AGREEMENT agree that regularly employed bus drivers shall have the first opportunity to drive all extra runs in accordance with the current time accumulation system. All requests for extra runs, received by the Transportation Supervisor at least two (2) working days prior to the trip, will be posted.

Extra trips are paid at the bus driver's regular run hourly rate of pay up to a maximum of:

- \$13.97 per hour for the 2003-2004 school year;
- \$14.46 per hour for the 2004-2005 school year;
- \$14.97 per hour for the 2005-2006 school year.

Section 6

When a custodian, cleaner, mechanic, food service employee or maintenance unit employee is called back to work for emergencies and fire alarm calls, she/he will be paid a minimum of two (2) hours pay. This does not apply to hours tacked on before or after hours regularly worked and does not apply to what are called building checks.

Section 7. Pay for Night Duty for Cleaners, Custodians and Building Maintenance Mechanics.

Effective on January 21, 2004 (i.e. not retroactive), the District shall pay a night differential of ten cents per hour (\$0.10) to those cleaners, custodians, and/or building maintenance mechanics that are assigned a shift where a majority of the hours worked are between 3:00 p.m. and 5:00 a.m. This differential is to be paid for all hours worked on any such shift.

ARTICLE XXVI

Overtime

Section 1

All employees covered by this AGREEMENT agree that under normal circumstances, overtime shall be assigned on a rotating, voluntary basis. However, the District shall have the right to require overtime from employees when necessary.

Section 2

Where overtime work has been authorized, the work shall be offered first to a unit employee in the job title appropriate to the work prior to offering the work to a non-unit employee. For example, if there existed extra work for the bus mechanic at the beginning or end of the workday, the authorized overtime would be assigned to the bus mechanic prior to offering the work to substitute employee. However, the District is not required to assign overtime to a regular unit employee in a situation where another unit employee is on a paid time off situation such as being on sick, personal or vacation leave and a substitute is called in to work for the regular unit employee.

Section 3

All employees covered by this AGREEMENT agree that any employee who refuses overtime, shall be dropped to the bottom of the rotation list just as if he/she had performed the requested duty.

Section 4

All parties to this AGREEMENT agree that for the purpose of computing overtime, all paid leave shall count as "time worked".

ARTICLE XXVII

Emergency Closing

Section 1

A. 10-Month Employees

1. If told by the Superintendent not to report for the start of the workday, the District will pay the employee for that employee's regular straight time rate of pay for one (1) day.
2. If told by the Superintendent to report, the employee is to report and if the employee reports to work, s/he will be paid for the hours of work. If the employee is unable to attend work, either in part or in whole, the employee, if s/he has personal leave to his/her credit, may use 1/2 or whole personal day for such absence.

B. 12-Month Employees

All 12-month employees are generally to report for work. There will be some degree of flexibility necessitated by weather conditions, which is to be tolerated and this may mean that a certain employee may come to work later than the scheduled starting time or to remain later than the scheduled finishing time. In cases where it is not permissible to attend work in whole or in part, a 12-month employee may use personal leave to his/her

credit for the absence.

C. Emergency Closing

If an employee covered by this Agreement reports to work and the Superintendent decides that school shall be closed as a result of an emergency, the employee shall be paid for a minimum of two (2) hours, providing the employee performs such services as are assigned for the two (2) hours.

ARTICLE XXVIII

Notification of Job Openings

Section 1

All parties to this AGREEMENT agree that whenever a job opening occurs, the District shall post and advertise said job opening in a conspicuous manner (all schools and the bus garage) for a period of two (2) working days prior to advertising said job opening outside District properties.

Section 2

The District agrees to state job title and salary range when posting job openings.

Section 3

The District agrees that where skill, education, and ability are relatively equal, the employee with the most seniority will be given preference ('Seniority' shall be defined as meaning the length of continuous service within a particular department of the District from the last date of hire - see ARTICLE XXIX Seniority).

Section 4

All parties to this AGREEMENT agree that based upon need, the District shall have the right to hire new employees to fill any job openings.

Section 5

Any employee covered by this AGREEMENT may, of their own volition, submit to the Superintendent of Schools or the Business Administrator, his/her application for any position within the District that he/she may be interested in should an opening occur.

Section 6

In the event of job abolishment, reduction in forces, layoff and/or recall of employees in the non-competitive and labor classes, the following procedure shall prevail:

A. the employee involved shall have the right to replace another employee who has a lesser seniority date, providing, the replaced employee has the same title, and is in the same department. If an employee cannot replace anyone within his/her title because of a lack of seniority, he/she may replace someone in another title in which he/she has satisfactorily served, providing, the employee to be replaced has less seniority.

B. In the event of lay-off, employees shall be recalled in the reverse order in which they were laid-off.

Section 7. Bid on Regular Bus Driver Routes.

A. Effective July 1, 2003, there will be an annual bid process.

B. There will be a bid meeting at least fourteen (14) calendar days prior to the first day of school; the time and place to be set by the Transportation Supervisor at which meeting the regular bus drivers shall bid on these regular bus driver routes. A notice of this bid meeting shall be mailed to the last known address of each regular bus driver then in the employ of the District at least ten (10) calendar days in advance of the bid meeting. A copy of this notice shall be mailed or delivered to the local CSEA President.

C. Before or at the bid meeting and prior to the bids being awarded, each driver must sign up for the routes that she/he is interested in bidding upon and may indicate her/his highest priority of route preference to lowest priority of route preference.

D. The Transportation Supervisor will then review the bids for the regular routes and assign a driver for the upcoming school year based upon a bus driver's interest and seniority as defined by Article XXIX, Section 1 of the Agreement. Seniority shall mean the length of continuous service within a particular department of the District from the last date of hire.

E. When, during the course of a school year, a regular route is vacated due to resignation, termination and the like, the Transportation Supervisor may fill any job opening on a temporary basis for a reasonable period of time. A job opening will be filled in accordance with Article XXVIII of the Agreement.

ARTICLE XXIX

Seniority

Section 1

All parties to this AGREEMENT agree that for the purposes of this AGREEMENT, "seniority" shall be defined as the length of continuous service within a particular department of the District, from the last date of hire (Transportation Department employees will be given seniority credit for previous years with the District, plus those years spent in service to the District, when the Transportation Department was "subcontracted out" provided there was not a break in service).

Section 2

All parties to this AGREEMENT agree that "department" as used: Section 1 above shall mean that the following are separate departments: Transportation, Repair and Maintenance, Custodian and Food Service.

Section 3

All parties to this AGREEMENT agree that employees who work less than forty (40) hours per week shall accumulate seniority only relative to other part-time employees in the same title and department.

Section 4

All parties to this AGREEMENT agree that part-time employees who later become full-time employees shall have credited seniority on a prorated basis for time worked (hours per year multiplied by years of part-time service divided by 2,080).

ARTICLE XXX

Longevity

Section 1

Effective with the school year July 1, 1991, in recognition of employee's extended and faithful service to the District, the following policy of yearly longevity payments will be established and paid:

- After 10 years of continuous service and each year thereafter \$100.00 payment.
- After 15 years of continuous service and each year thereafter - an additional \$150.00 payment.
- After 25 years of continuous service and each year thereafter - an additional \$250.00 payment.

Section 2

The payment of longevity amounts shall be in one check in the first payroll period in July of each year for full time employees and, in the first payroll period in September of each year for all ten (10) month employees.

ARTICLE XXXI

Employee Association Leave

Section 1

The District agrees that there shall be an allocation of two (2) workdays per year available to members of the Association who are elected or appointed officers or officials of the Civil Service Employees Association, Inc.

Section 2

The District agrees that the two (2) days, as mentioned in Section 1 above, shall be paid days of leave.

Section 3

The Association agrees that the two (2) days, as mentioned in Section 1 and Section 2 above, shall be for the conducting of Association business only.

Section 4

Both parties to this AGREEMENT agree that the two (2) days of Association leave, as mentioned in Sections 1, 2, and 3 above, may be distributed in any number of ways including but not limited to the following: two (2) people for one (1) day each, one (1) person for two (2) days, four (4) people for a one-half (1/2) day each, etc.

ARTICLE XXXII

Discipline

Section 1

All non-competitive and labor class employees covered by this AGREEMENT, who are not substitutes, probationary, or temporary employees and who are not otherwise entitled to the provisions of Section 75 of the New York State Civil Service Laws, shall be entitled to a hearing on disciplinary charges other than oral or written reprimands. Such notice of Discipline and Hearing shall follow the procedure set forth by the guidelines of Section 75 of the New York State Civil Service Law.

ARTICLE XXXIII

Negotiation Statement

Section 1

Both parties to this AGREEMENT agree that this AGREEMENT constitutes the full and complete commitments of the District to the Union Springs Central School District Unit of Cayuga County Local #806 of the Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO. The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective negotiations, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the District and the Association, for the life of this AGREEMENT, voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to, negotiate collectively with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though, such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE XXXIV

Labor-Management Committee

Section 1

The parties agree to establish a Labor-Management Committee (LMC) consisting of three (3) unit members selected by the Union and three (3) people selected by the District to provide communication to each other and to discuss issues related to employment.

The LMC will meet at least twice each school year at times and places mutually agreed upon. An agenda of suggested topics may be distributed to the members of the LMC prior to any scheduled meeting.

ARTICLE XXXV

Duration Clause

Section 1

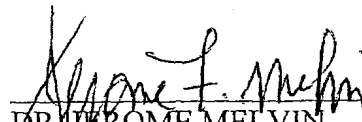
This AGREEMENT shall continue in-effect from July 1, 2003, to June 30, 2006.


Section 2


BOTH PARTIES TO THIS AGREEMENT AGREE THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3

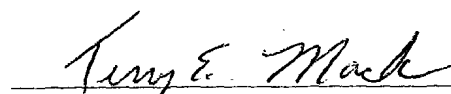
Parties have set their hand and seal this 2nd day of Feb, 2004.

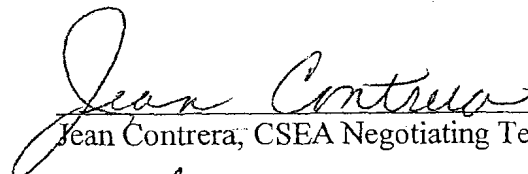

DR. JEROME MELVIN
Interim Superintendent of Schools
Union Springs Central School District

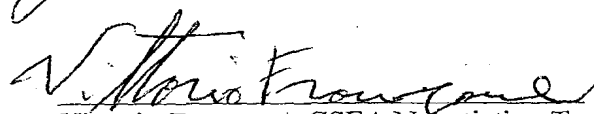

PATRICIA GRANGER
President, Union Springs Central School
Unit of Cayuga County Local #806, of the
Civil Service Employees Association, Inc.
Local 1000 AFSCME/AFL-CIO


WILL STREETER
Labor Relations Specialist
Civil Service Employees Association, Inc.
Local 1000 AFSCME/AFL-CIO


Virginia Hill, CSEA Negotiating Team


Terry Mack, CSEA Negotiating Team


Jean Contrera, CSEA Negotiating Team


Vittorio Franzone, CSEA Negotiating Team

Appendix A

In the Matter of:

UNION SPRINGS CENTRAL SCHOOL DISTRICT,
Employer,

- And -

UNION SPRINGS CENTRAL SCHOOL DISTRICT UNIT, CAYUGA COUNTY CHAPTER,
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
Petitioner,

Case No. C-1435

Before: Harvey Milowe, Director of Public Employment Practices and Representation; on
February 10, 1977.

Evidence submitted was sufficient for certification without election.

Decision of Director

On November 29, 1976, the Union Springs Central School District Unit, Cayuga County Chapter, Civil Service Employees Association, Inc. (Petitioner) filed, in accordance with the Rules of Procedure (Rules) of the New York State Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative of certain employees of the Union Springs Central School District (employer).

On January 26, 1977, the petitioner and the employer executed a Consent Agreement, which I approved on February 8, 1977. Within the Consent Agreement, the parties stipulated that the following is the appropriate negotiating unit:

"Included: Persons employed on a regular basis in the following positions: Cleaner, Custodian, Building Maintenance Mechanic, Bus Driver, Bus Driver/Mechanic, Bus Driver/Groundsman, Bus Driver/Custodian, Cook, Assistant Cook, Food Service Worker and Laundry Worker. Also included in the unit are other regularly employed service unit personnel in the following departments: Repair and Maintenance, Food Service and Transportation.

"Excluded: Person employed in the following positions; Secretary to the District Principal, Clerk of the Board of Education, School District Treasurer, School Physician, School Attorney, Monitor, Teacher Aide, Teacher Assistant, Typist, Clerk, Bookkeeping Machine Operator, Account Clerk, Account Clerk-Typist, Senior Account Clerk, Stenographer, Senior Stenographer, other clerical employees, Cafeteria Manager, Maintenance Supervisor, Head Bus Driver, Head Mechanic, and Head Custodian. Also excluded from this recognition are all casual, temporary and substitute personnel as well as all administrative and instructional personnel employed by the District."

Pursuant to §201.9(g)(1) of the Rules, the petitioner is eligible to be certified without an election since

“..... the choice available to the employees in negotiating unit is limited to the selection or rejection of a single employee organization...”

Section 201.9(g)(1) further provides that an employee organization will be certified without an election if

“... a majority of the employees within the unit have indicated their choice by the execution of dues deduction authorization cards which are current, or by individual designation cards which have been executed within six months prior to the certification ...”

The stipulated unit consists of 43 employees. Simultaneously with the filing of the petition, the petitioner submitted authorization cards signed (the earliest one on September 29, 1976) by 27 of the employees in the unit¹. In pertinent part, these cards read as follows:

“I hereby authorize the Civil Service Employees Association to represent me with my employer as to salaries and all other terms and conditions of employment.”

Thus, it is clear, and I find that the evidences submitted by the petitioner are sufficient to satisfy the requirements for certification without an election. Accordingly, I conclude that the petitioner be certified as the exclusive² negotiating agent of the employees in the stipulated unit.

¹The petitioner also submitted cards from five employees not within the unit.

²The consent agreement provides that the petitioner, if certified, “shall be certified as the ‘exclusive’ negotiating agent”.

December 22, 2003

Side Letter With Reference to Article VII, Job Duties. Section 1,

The intent of the payment of an out of title per hour payment and assignment of duties is to address temporary and transitional situations and is not intended to be used as a substitute for filling a long term vacant position that the District intends to fill.

December 22, 2003

Side Letter With Reference to Article XVI, Work Day/ Work Week

With regard to the scheduling of additional work for unit employees on a Superintendent's conference day; it is the intent of the District that when additional work is assigned to unit employees on a Superintendent conference day, that the District take into account that it should assign a sufficient amount of work. This letter was prepared in response to the Association's complaint that on one (1) occasion during the 2002-03 school year, unit employees were directed to come to work for a two (2) hour training session. Some employees who worked the evening shift were required to report for work outside of and in addition to the regularly assigned shift. Still other employees had to make personal adjustments to attend this training session on fairly short notice. The District intends to take the complaints of the Association into account in scheduling such training for unit employees in the future.